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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Micron Technology, Inc.Application No./Patent No.: 10/761,319 Filed/Issue Date: January 22, 2004Entitled: TWIN PWELL WITH A RETROGRADE PWELL FOR CMOS IMAGERSAptina Imaging Corporation, a Corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
(The extent (by percentage) of its ownership interest is 100 %)

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Howard Rhodes and Mark Durcan To: Micron Technology, Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel 010050, Frame 0946, or for which a copy thereof is attached.
2. From: Micron Technology, Inc. To: Aptina Imaging Corporation  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

  
\_\_\_\_\_  
Signature

January 12, 2009

Date

Thomas J. D'Amico  
\_\_\_\_\_  
Printed or Typed Name

(202) 420-2232  
\_\_\_\_\_  
Telephone Number

Attorney for Assignee  
\_\_\_\_\_  
Title

## PATENT ASSIGNMENT AGREEMENT

### 1. Definitions

(a) "Agreement" shall mean this Patent Assignment Agreement.

(b) "Assignee" shall mean **Aptina Imaging Corporation**, a Cayman Islands corporation with offices at c/o Citco Trustees (Cayman) Limited, Regatta Office Park, West Bay Road, Grand Cayman, Y1-1205, Cayman Islands.

(c) "Assignor" shall mean **Micron Technology, Inc.**, a Delaware corporation with offices at 8000 South Federal Way, Boise, ID 83707.

(d) "Effective Date" shall mean October 3, 2008.

(e)



(f)



(g) "Imaging Patents" shall mean those patents identified in ATTACHMENT "A" hereto, including, without limitation, all divisions, continuations, continuations-in-part, reissues, reexaminations, and all foreign counterparts thereof, and which may issue thereon or in connection therewith after the Effective Date of this Agreement.

(h) "Imaging Patent Applications" shall mean those filed patent applications identified in ATTACHMENT "B" hereto, including, without limitation, all patents, divisions, continuations, continuations-in-part, reissues, reexaminations, and all foreign counterparts which may issue thereon or in connection therewith after the Effective Date of this Agreement.

(i) "Semiconductor Patents" shall mean those patents identified in ATTACHMENT "D" hereto, including, without limitation, all divisions, continuations, continuations-in-part, reissues, reexaminations, and all foreign counterparts thereof, and which may issue thereon or in connection therewith after the Effective Date of this Agreement.

(j) "Semiconductor Patent Applications" shall mean those filed patent applications identified in ATTACHMENT "E" hereto, including, without limitation, all patents, divisions, continuations, continuations-in-part, reissues, reexaminations, and all foreign counterparts which may issue thereon or in connection therewith after the Effective Date of this Agreement.

(k) [REDACTED]

2. [REDACTED]

(a) Subject to the terms and conditions of this Agreement, and subject to the rights of others existing as of the Effective Date of this Agreement if any, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, and transfers to Assignee its entire right, title and interest in and to the Imaging Patents, including all rights to causes of action and remedies related thereto (including the right to sue for past, present or future infringement of rights related to the foregoing and the right to collect damages therefor). Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of the United States and any country foreign to the United States whose duty it is to issue or record patents, to issue the Imaging Patents to Assignee and to record assignment of the Imaging Patents to Assignee.

(b) Subject to the terms and conditions of this Agreement, and subject to the rights of others existing as of the Effective Date of this Agreement if any, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, and transfers to Assignee its entire right, title and interest in and to the Intellectual Property rights in the Imaging Patent Applications. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of the United States and any country foreign to the United States whose duty it is to issue or record patents, to record assignment of the Imaging Patent Applications to Assignee.

(c) [REDACTED]

(d) Subject to the terms and conditions of this Agreement, and subject to the rights of others existing as of the Effective Date of this Agreement if any, and subject further to the restrictions on the Semiconductor Patents set out below, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, and transfers to Assignee its entire right, title and interest in and to the Semiconductor Patents, including all rights to causes of action and remedies related thereto (including the right to sue for past, present or future infringement of rights related to the foregoing and the right to collect damages therefor). Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of the United States and any country foreign to the United States whose duty it is to issue or record patents, to issue the Semiconductor Patents to Assignee and to record assignment of the Semiconductor Patents to Assignee.

(e) Subject to the terms and conditions of this Agreement, and subject to the rights of others existing as of the Effective Date of this Agreement if any, [REDACTED], Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, and transfers to Assignee its entire right, title and interest in and to the Intellectual Property rights in the Semiconductor Patent Applications. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of the United States and any country foreign to the United States whose duty it is to issue or record patents, to record assignment of the Semiconductor Patent Applications to Assignee.

(f)

[REDACTED]

[REDACTED]

3 [REDACTED]

[REDACTED]

4. [REDACTED]

[REDACTED]

5. [REDACTED]

[REDACTED]

[REDACTED]

6. [REDACTED]

[REDACTED]

7. **General**

This Agreement shall be effective as of the Effective Date hereof and shall be binding on the respective heirs, assigns, representatives, and successors of Assignor and of Assignee.

[the rest of this page intentionally left blank]

Agreed to by:

Micron Technology, Inc.

Signed: [Signature]

Date: 9/26/08, 2008

Notarization

State of Idaho

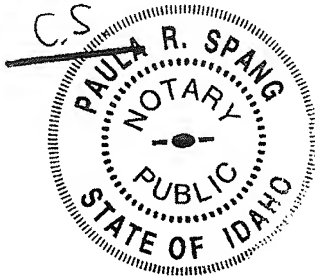
County of Ada

On 9/26/08, before me, Paula R. Spang, personally appeared the above-named Steven R. Appleton  
(date) (notary name)

who executed this Assignment in my presence and acknowledged to me that he did so of his own free will and in his authorized capacity for the purposes set forth herein.

Signed: [Signature]  
My commission expires: 8/12/11

REVIEWED  
MTI LEGAL



Agreed to by:

Aptina Imaging Corporation

Signed: Thomas L. Lauer Jr.

Date: 9/26/08, 2008

Notarization

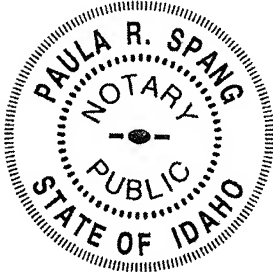
State of Idaho

County of Ada

On 9/26/08, before me, Paula R. Spang, personally appeared the above-named Thomas L. Lauer, Jr.  
(date) (notary name)

who executed this Assignment in my presence and acknowledged to me that he did so of his own free will and in his authorized capacity for the purposes set forth herein.

Signed: [Signature]  
My commission expires: 8/12/11



[Signature page to the Patent Assignment Agreement]

ATTACHMENT "B"  
IMAGING PATENT APPLICATIONS

## Aptina Applications

FILE NUMBER	TITLE	STATUS	COUNTRY NAME	APPLICATION NUMBER	DATE FILED
1997-1492.01/US	METHOD OF FORMING AN ANGLED PINNED PHOTODIODE FOR HIGH QUANTUM EFFICIENCY	Abandoned	United States of America	11008990	Dec 13, 2004
1998-0119.05/US	PIXEL SENSOR CELL FOR USE IN AN IMAGING DEVICE	Abandoned	United States of America	11216464	Sep 1, 2005
1998-0272.03/US	PIXEL CELL WITH HIGH STORAGE CAPACITANCE FOR A CMOS IMAGER	Pending	United States of America	10923676	Aug 24, 2004
1998-0449.03/US	RETROGRADE WELL STRUCTURE FOR A CMOS IMAGER	Abandoned	United States of America		Nov 12, 2002
1998-0449.05/US	RETROGRADE WELL STRUCTURE FOR A CMOS IMAGER	Pending	United States of America	10761319	Jan 22, 2004
1998-1080.02/US	CMOS IMAGER AND METHOD OF FORMATION	Abandoned	United States of America	11159397	Jun 23, 2005
1999-0112.02/US	COMPENSATION METHODS AND SYSTEMS FOR IMAGING DETECTORS	Pending	United States of America	10868601	Jun 15, 2004
2000-0843.00/US	MULTI-SAMPLE METHOD AND SYSTEM FOR RENDERING ANTI-ALIASED IMAGES	Pending	United States of America	09823935	Mar 30, 2001
2000-0843.01/US	MULTI-SAMPLE METHOD AND SYSTEM FOR RENDERING ANTI-ALIASED IMAGES	Pending	United States of America	11417749	May 3, 2006
2001-1208.02/US	OPTIMIZED TRANSISTOR FOR IMAGER DEVICE	Pending	United States of America		Jun 26, 2008
2001-1360.00/CN	SUPPRESSION OF DARK CURRENT IN A PHOTODIODE FOR IMAGING	Pending	China	2004800325309	Sep 3, 2004
2001-1360.00/EP	SUPPRESSION OF DARK CURRENT IN A PHOTODIODE FOR IMAGING	Pending	European Patent Office	048096473	Sep 3, 2004
2001-1360.00/JP	SUPPRESSION OF DARK CURRENT IN PINNED PHOTODIODE FOR CMOS IMAGING	Pending	Japan	2006525391	Sep 1, 2004